

CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF SOUTH CAROLINA

CHECK SHEET

The sheets of this Tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original Tariff and are in effect on the date shown.

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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicated Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (S) To Signify a Reissued Matter
- (T) Indicates Change of Text Only
- (Z) Correction

EXPLANATION OF TERMS

ACCESS LINE

An arrangement which connects the Customer's location to a Cypress network switching center.

ACCOUNT CODE

A numeric code which enables a Customer to identify individual users for administrative purposes.

ADVANCE PAYMENT

Part or all of a payment required before the start of service.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route.

COMMON CARRIER

A company or entity providing telecommunications services to the public.

COMPANY OR "CYPRESS"

Cypress Communications Operating Company, LLC, unless otherwise clearly indicated from the context.

EXPLANATION OF TERMS (Cont'd)

COMMISSION

South Carolina Public Service Commission

CUSTOMER OR SUBSCRIBER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the Customer of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the Customer's premises.

EXPLANATION OF TERMS (Cont'd)

FINAL ACCOUNT

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-103, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

HOLIDAYS

Recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

INTERFACE

That point on the premises of the Customer at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

EXPLANATION OF TERMS (Cont'd)

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

MAC REQUEST

A single move, add or change with respect to Services or Equipment provided by Cypress to Customer.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

ORS

South Carolina Office of Regulatory Staff.

PRIVATE BRANCH EXCHANGE SERVICE ("PBX")

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PSAP

Public Safety Answering Point to which emergency (911) calls are routed.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating changes.

REFERRAL PERIOD

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

EXPLANATION OF TERMS (Cont'd)

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SOUTH CAROLINA OFFICE OF REGULATORY STAFF ("ORS")

TARIFF

The entire body of regulated rates, tolls, rentals, changes, classifications, rules, procedures, policies, etc. adopted and filed with the Commission by a telephone utility in fulfilling its role of telecommunications service. The term may also be used in reference to similar documents filed with state regulatory agencies.

TELECOMMUNICATIONS

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

TELEPHONE COMPANY

The incumbent local exchange company.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

USER OR END USER

A Customer, Joint User, or any other person(s) authorized by a Customer to use service provided under this Tariff.

1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

- 1.1.1 This Tariff sets forth the service offerings, terms, regulations and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Company for telecommunications originating within the State of South Carolina and terminating within the calling party's local calling area. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 1.1.2 The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by Telephone Company or other entity for use in accessing the services of Company.
- 1.1.3 The Customer is entitled to limit the use of Company's services by Users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.
- 1.1.4 At the option of the Company, service may be offered to business customers on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer consistent with any applicable pre-existing contracts and as specific in each individual contract.

2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of interexchange service that it provides and does not undertake to transmit messages under this Tariff. This Tariff shall be interpreted and governed by the State of South Carolina regardless of its choice of laws provision. Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

2.1.2 Obligation of the Company

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of South Carolina.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other companies to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; and (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Use of Service

- A. Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service (Cont'd)

- F. Company's services may be denied for nonpayment of charges or for other violations of this Tariff.
- G. Company's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Company, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service (Cont'd)

K. PROHIBITED USES

- (1) The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- (2) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- (3) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (4) A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- (5) Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available Tariffs.
- (6) The services of the Company shall not be used to transmit impermissible content.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 [RESERVED]

2.1.6 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.7 Limitations on Liability

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

J. The Company is not liable for any claims for loss or damages involving:

- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (4) Any act or omission in connection with the provision of 911, E911 or similar services;
- (5) Any noncompletion of calls due to network busy conditions;
- (6) Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, and toll or usage fraud;
- (7) Any placement of calls from Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network;
- (8) Libel, slander, invasion of privacy or infringement of patents, trade secrets or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services or services with Customer-provided facilities or services;

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

J. The Company is not liable for any claims for loss or damages involving: (Cont'd)

- (9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for Company and/or is not authorized by Company; and
- (10) Any calls not actually attempted to be completed during any period that service is unavailable.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- K. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- L. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- M. Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- N. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. The items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within 60 days after the bill is rendered.
- O. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- P. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- Q. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.8 [Reserved]

2.1.9 [Reserved]

2.1.10 Blocking of Service

The Company's facilities can be used to originate calls to other telephone companies' or Information Provider's caller-paid information services, except as specifically authorized in this Tariff. The Company reserves the right to block services that violate the prohibited use policy.

2.1.11 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities not provided by the Company.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.12 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.13 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

2.1.14 Rights-of-Way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.15 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.16 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.17 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. The original customer, however, remains responsible for the remaining payment in case of early termination or non-payment by the new customer. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.18 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, *i.e.*, those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 MINIMUM PERIOD OF SERVICE

2.2.1 General

The minimum period of service is one month except as otherwise provided in this Tariff. The Customer must pay the regular Tariffed rate for the service they subscribe to for the minimum period of service except as provided in Section 2.2.2 below. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

2.2.2 Term Liability/Termination Charges

Certain services in this Tariff are offered with an optional discount for a Term Commitment. If a Customer elects a Term Commitment, then upon the termination of service prior to the end of the Term Commitment by the Company for cause as provided in this Tariff or by the Customer for any reason, Customer shall pay Cypress termination liability calculated as follows: one hundred percent (100%) of the total charges that Customer would have paid for Services subject to the Term Commitment, excluding charges billed on the basis of usage, if there had been no termination; with such calculation being based upon all applicable charges in effect under this Tariff at the time of termination and measured from the time of the termination until the end of the Term Commitment.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign a service order form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

A. Electronic Invoices

In an effort to keep communication costs affordable, Cypress will deliver all customer invoices via our web site, www.cypresscom.net. Unless the Customer signs up to use the Cypress Customer Portal to view and print invoices, the Customer will continue to receive printed invoices in the mail and will be charged a monthly fee as set forth in Section 7.1.6. Each Customer will be given secure, password-protected access to its account any time, day or night to view and print invoices.

2.3.2 Deposits

- A. Cypress may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for regulated service, if any of the following conditions exist:
1. The customer has had two 30-day arrearages in the past 24 months, or the customer has been sent two or more late payment notices in the past 9 months; or
 2. A new customer cannot furnish either an acceptable co-signer or guarantor who is a customer of the utility within the State of South Carolina to guarantee payment; or
 3. The customer's gross monthly billing increases; or
 4. A customer has had his monthly service terminated by any telephone utility for non-payment or fraudulent use; or
 5. The utility determines, through use of commercially acceptable methods, that the customer's credit and financial condition so warrants.
- B. Deposits will not be required by Cypress based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.2 Deposits (Cont'd)

- C. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months.
- D. Simple interest on deposit at the rate not less than prescribed by the commission shall be paid by Cypress to each customer required to make a deposit for the time it is held by Cypress. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned.
- E. Deposit shall be returned completely with interest after two (2) years unless the customer has had two (2) 30-day arrearages in the past twenty-four (24) months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two (2) late payment notices in the past nine (9) months, or has a returned check in the past six (6) months.
- F. The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

G. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

H. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.3 Payment of Charges

- A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation. Bills may be paid by mail or in person at the business office of Cypress or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by check, money order, or cashier's check.
- B. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within three (3) years after the bill is rendered.

2.3.4 Returned Check Charge

When a check that has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge as set forth in Section 11.7 of this Tariff. This charge will be in addition to any charges assessed by any financial institution.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.5 Late Payment Charges

- A. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within 20 days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by one and a half percent (1.5%).
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.6 Adjustment of Bills

If it is found that Cypress has directly or indirectly, by any device whatsoever, demanded, charged, collected, or received from any customer a greater or lesser compensation for any service rendered or to be rendered by such telephone utility than that prescribed in the schedules of such telephone utility applicable therein than filed in the manner provided in Title 5B of the South Carolina Code of Laws, or if it is found that a customer has received or accepted any service from Cypress for a compensation greater or lesser than prescribed in such schedules; or if, for any reason, billing error has resulted in a greater or lesser charge than that incurred by the customer for the actual service rendered, then the method of adjustment will be as provided by the following:

2.3.6.A Customer Willfully Overcharged

If Cypress has willfully overcharged any customer, Cypress shall refund the difference, plus interest, as prescribed by the commission, for the period of time that can be determined that the customer was overcharged.

2.3.6.B Customer Inadvertently Overcharged

If Cypress has inadvertently overcharged a customer as a result of a misapplied schedule or any other human or machine error, Cypress shall, for any amount of one dollar (\$1.00) or more (amounts less than \$1.00 will be credited to account) at the customer's option, credit, or refund the excess amount paid by that customer or credit the amount billed as provided by the following:

- 1) If the interval during which the customer was overcharged can be determined, then Cypress shall credit or refund the excess amount charged during the interval, provided that the applicable statute of limitations shall not be exceeded.
- 2) If the interval during which the customer was overcharged cannot be determined, then Cypress shall credit or refund the excess amount charged during the 12-month period preceding the date when the error was discovered.
- 3) If the exact amount of the overcharge incurred by the customer during the billing periods subject to adjustment cannot be determined, then the credit or refund shall be based on an appropriate estimated amount of excess payments.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.6 Adjustment of Bills (Cont'd)

2.3.6.C Customer Undercharged Due to Willfully Misleading Company

If Cypress has undercharged any customer as a result of fraudulent or willfully misleading action of that customer, or any action by any person (other than the employees or agents of Cypress), such as tampering with the facilities, when it is evident that such tampering or bypassing occurred during the residency of that customer, or if it is evident that a customer has knowledge of being undercharged without notifying Cypress as such, then Cypress shall recover the deficient amount provided as follows:

- 1) If the interval during which the customer was undercharged can be determined, then Cypress shall collect the deficient amount incurred during the entire interval, provided that the applicable statute of limitations is not exceeded.
- 2) If the interval during which the customer was undercharged cannot be determined, then Cypress shall collect the deficient amount during the 12-month period preceding the date when the billing error was discovered by Cypress.

2.3.6.D Customer Undercharged Due to Human Or Machine Error

If Cypress has undercharged any customer as a result of a misapplied schedule, or any human or machine error then Cypress may recover the deficient amount as follows:

- 1) If the interval during which a customer was undercharged can be determined, then Cypress may collect the deficient amount incurred during the entire interval up to a maximum of six (6) months..
- 2) If the interval during which a customer was undercharged cannot be determined, then Cypress may collect the deficient amount incurred during the six (6) month period preceding the date when the billing error was discovered by Cypress.
- 3) The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills devoid of late charges, over the same number of billing periods which occurred during the interval the customer subject to pay the deficient amount.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.7 Customer Overpayments

An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. Any overpayments will be applied to the Customers future billings. The Customer, upon written request, will be issued reimbursement for the overpayment. The Company will issue a check for such overpayment within 60 days from receipt of request.

2.4 DISPUTED BILLS

In the case of a dispute between a Customer and Cypress as to the correct amount of a bill rendered by Cypress for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- A. The Customer must make a request, and Cypress will comply with the request, for an investigation and review of the disputed amount. Billing disputes shall be deemed waived after three (3) years.
- B. The undisputed portion of the bill must be paid upon receipt of invoice and no later than twenty (20) dates from the mailing date or delivery date of the bill or the service will be subject to disconnection if Cypress has notified the Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Cypress, the Customer may appeal to the South Carolina Office of Regulatory Staff for its investigation and decision. Their address is: 1401 Main St Suite 900, Columbia, SC 29201.
- D. After the investigation and review are completed by Cypress as noted in (A) above, and dispute is found to be invalid by Cypress, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within ten (10) calendar days after the date Cypress notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the date of presentation shown on the bill.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 CUSTOMER COMPLAINTS

During normal hours of operation, all calls will be handled by a Cypress Communications Support Specialist. Calls received outside normal business hours will be answered by an after hours answering service operator, who will page an on-call technician to the Customer.

A Customer or prospective Customer may initiate a complaint or billing inquiry with Cypress by either calling during normal business hours or submitting a written complaint to:

Cypress Communications Operating Company, LLC
c/o Cypress Communications, Inc.
4 Piedmont Center Suite 600
Atlanta, Georgia 30305
Toll-free Customer Service No.: (888) 528-1788
support@cypresscom.net

The Company shall advise the Customer that the Customer may make a formal or informal complaint to the South Carolina Public Service Commission. The address and other contact information of the Commission is as follows:

South Carolina Public Service Commission
Office of Regulatory Staff
1401 Main St Suite 900
Columbia, SC 29201

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.7 APPLICATION OF RATES

2.7.1 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit. The first thirty (30) seconds will be the initial billing increment and every six (6) seconds thereafter will be additional billing increments.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time. There is no variation in call rates based on time of day or day of week.
- (F) There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 APPLICATION OF RATES (Cont'd)

2.7.2 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

B. The airline distance between any two rate centers is determined as follows:

1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the Company or from the above-referenced Telcordia document.
2. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.
NOTE: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
3. Divide each of the differences obtained in (2) by three, rounding each quotient to the nearer integer.
4. Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in (3) by three and repeat step (4). Repeat this process until the sum of the squares obtained in (4) is less than 1778.

5. The number of successive divisions by three in steps (3) and (4) determines the value of "N". Multiply the final sum of the two squares obtained in step (4) by the multiplier specified in the following table for this value of "N" preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361

6. Obtain square root of product in (5) and, with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate shown in (5) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE

2.8.1 Disconnection Without Notice

The Company may not deny or discontinue service to a customer without prior written notice except for the following reasons:

- A. If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- B. Upon order by any court, the Commission, or any other duly authorized public authority; or
- C. If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or
- D. If Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others; or
- E. Customer's tampering with equipment furnished and owned by the Company.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

2.8.2 Disconnection With Notice

The Company may suspend or discontinue service without suspension or, following suspension of service, sever the connection and remove any of its equipment from the Customer's premises in the exchange after prior written notice only for one of the following reasons:

- A. Non-payment of any past due bill for jurisdictional services. The Company will provide written notice by first class US mail stating that discontinuance of service will occur in 10 days with reasons specified. The Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is past due. Solely for the purposes of 2.8.2, a bill is past due if not paid within 30 days of the due date.
- B. Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.
- C. Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a Customer whose account is delinquent and who continues to reside at the premises.
- D. Violation of any Company tariff rule on file with and approved by the Commission which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- E. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- F. Failure of the Customer to permit the Company reasonable access to its facilities or equipment.
- G. In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
- H. Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

2.8.4 Emergency Termination of Service

The Company will immediately terminate any portion of the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

- A. Business rates as described in this Tariff apply to service furnished:
- (1) In office buildings, stores, factories and all other places of a business nature;
 - (2) At any location approved by the Company, where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - (5) At any location approved by the Company, where the Customer resells or shares exchange service.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.10.1 Credit for Interruptions

- A. Customer may report Service and Equipment problems to Customer's customer service representative or customer service center twenty-four (24) hours per day, seven (7) days per week.
- B. Customer is entitled to a credit only for service interruptions that exceed three (3) hours in duration from the time that Customer notifies Cypress of the problem (the "Minimum Period"). Such credits shall be equal to 1/1440 of its monthly recurring charge for the affected service for each one-half (½) hour period in which there is a major outage for such Service in excess of the Minimum Period for such service.
- C. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls – incoming, outgoing, or both – due to Company equipment malfunction or human errors by Company personnel. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy, or other network and/or switching capacity shortages.
- D. Under no circumstances is the Customer entitled to a credit when the interruption is caused by or is the result of:
 - (1) A Force Majeure Event or any other reason beyond Company's control.
 - (2) Interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
 - (3) Interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power;
 - (4) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - (5) Interruptions of service during a period in which the Customer continues to use their service on an impaired basis;
 - (6) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and,
 - (7) Interruptions in service due to circumstances or causes beyond the control of the Company.
- E. A "Force Majeure Event" is defined as any act or event which is beyond Company's reasonable control, including but not limited to, national emergencies; acts of war or other civil commotion; acts of God; earthquakes; fires; flood; adverse weather conditions; explosions; other catastrophes; embargo; insurrections; riots; sabotage; strikes; lockouts; work stoppages or other labor difficulties; any law, order, regulation or other action of any governing authority or agency thereof; or failure of the Internet.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.10.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power;
- C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the Customer continues to use their service on an impaired basis;
- E. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and,
- F. interruptions in service due to circumstances or causes beyond the control of the Company.

3 - SUPPLEMENTAL SERVICES

3.1 SERVICE AND PROMOTIONAL TRIALS

3.1.1 Special Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new Customers or to increase Customer awareness of a particular service offering. Recurring or nonrecurring charges may be waived or reduced during such programs. Except for the rates charged under such promotions, all other terms and conditions of service contained in this Tariff will apply to Cypress' promotional service offerings. Promotional offerings will be provided in accordance with the Commission's rules.

4 - LONG DISTANCE SERVICES

4.1 STATEWIDE CALLING SERVICE

Statewide Calling Service (SCS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate SCS calls from any telephone station in the Company's service area, and may terminate calls to any station on the public switched telephone network in the State of South Carolina.

The Company offers the following rate plans for Statewide Calling Service. Each rate plan is applicable to all intrastate long distance calls placed by the Customer, regardless what day or time the call originates and terminates, and regardless of the call distance.

A. Dedicated Access Plans

The rate plans are available only to Customers who obtain access to the Company's network at a location in which the Company provides dedicated access facilities.

B. Switched Access Plans

The rate plans are available to Customers who subscribe to the local telephone service of any local exchange company, and select the Company as their interexchange company.

4 – LONG DISTANCE SERVICES (Cont'd)

4.2 TOLL-FREE CALLING SERVICE

Toll-Free Calling Service is an inbound communications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (8YY+NXX-XXXX) which will terminate at the Customer's location. Toll Free Service calls may be originated from any station on the public switched telephone network in the State of South Carolina.

The Company offers Toll-Free Calling Service. Each rate applies on a per-minute basis to all intrastate Toll-Free calls received by the Customer, regardless of the time of day or the point of origination of the call.

A. Dedicated Access Plans

The rate plans are available only to Customers who obtain access to the Company's network at a location in which the Company provides dedicated access facilities. Calls will be terminated on the Customer's Company-provided access line(s).

B. Switched Access Plans

The rate plans are available to Customers who subscribe to the local telephone service of any local exchange company. Calls will be terminated to the Customer's designated local telephone number.

4 – LONG DISTANCE SERVICES (Cont'd)

4.3 POST-PAID CALLING CARD SERVICE

The Company will offer post-paid calling card service to Customers upon request. Monthly service charges and per call surcharges will not apply to calling card service. Customer is responsible for all charges applicable to the use of this service. Company will manage calling card services consistent with the terms set forth in the appropriate tariff(s) of the underlying carrier. Any credits for lost or stolen cards will be made solely within Cypress' discretion.

4.4 [RESERVED]

4.5 [RESERVED]

4.6 [RESERVED]

5 - SPECIAL SERVICES AND PROGRAMS

5.1 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

- 5.1.1 The Company will provide, upon request, specialized telecommunications equipment for Customers certified as hearing or speech impaired.
- 5.1.2 A Customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of South Carolina.
- 5.1.3 The Company will make every reasonable effort to locate and obtain equipment for a certified Customer.
- 5.1.4 The Customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 5.1.6 The Company will also advise Customers who request this equipment of the applicable terms for purchase.

5 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

5.2 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

5.2.1 General

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

5.2.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of South Carolina, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

5.2.3 Qualification

Those Customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. *See* Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

5.2.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

6 - SPECIAL ARRANGEMENTS

6.1 **[RESERVED]**

7 - RATES SCHEDULE

7.1 LONG DISTANCE SERVICES

7.1.1 Statewide Calling Service

Customers receive the below Intrastate LD Rates based on Total Minimum Monthly Revenue Commitment contracted.

A. Dedicated Access Services

<u>Total Minimum Monthly Revenue Commitment</u>	<u>Rate (per minute)</u>
\$2,499 and Under:	\$ 0.0610
\$2,500 and Higher:	\$ 0.0490

B. Switched Access Services

<u>Total Minimum Monthly Revenue Commitment</u>	<u>Rate (per minute)</u>
\$2,499 and Under:	\$ 0.1110
\$2,500 and Higher:	\$ 0.0890

7.1.2 Toll-Free Calling Service

Customers receive the below Intrastate LD Rates based on Total Minimum Monthly Revenue Commitment contracted.

A. Dedicated Access Services

<u>Total Minimum Monthly Revenue Commitment</u>	<u>Rate (per minute)</u>
\$2,499 and Under:	\$ 0.0580
\$2,500 and Higher:	\$ 0.0470

B. Switched Access Services

<u>Total Minimum Monthly Revenue Commitment</u>	<u>Rate (per minute)</u>
\$2,499 and Under:	\$ 0.1060
\$2,500 and Higher:	\$ 0.0850

7- RATES SCHEDULE (Cont'd)

7.1 LONG DISTANCE SERVICES (Cont'd)

7.1.3 Post-Paid Calling Cards

A. AT&T Branded Calling Cards

Rate (per minute)
\$ 0.2500

There is no discount plan for the AT&T Branded Calling Cards.

7 - RATES SCHEDULE (Cont'd)

7.1 LONG DISTANCE SERVICES (Cont'd)

7.1.4 [RESERVED]

7.1.5 Returned Check Charge

\$25.00 for each check returned for insufficient funds.

7.1.6 Electronic Invoices

If Customer has not signed up to use the Cypress Customer Portal, Customer will continue to receive printed invoices in the mail and will be charged a monthly administrative fee as follows:

Average invoice page length is determined and administrative fees are adjusted to:

- \$7.95 if invoices average 5 pages or less in length
- \$9.95, 6 to 25 pages
- \$18.50, 26 or more pages

8 - GRANDFATHERED SERVICES

- 8.1 Cypress provides other regulated and unregulated Services at the State level, which are all governed by Cypress' State Tariffs. Other interstate and international products may be provided on a grandfathered basis to pre-existing Customers acquired through acquisitions and already using those products, but are not available to new Customers and are not available for renewal by pre-existing Customers. Although the rates for those other products will not appear herein, the rates are set per contracted rates, the other terms and conditions for these products will be the same as for the Services.

All grandfathered Customers receive Service pursuant to a written contract with Cypress, some of which have been assigned to Cypress through acquisitions. When such written contract exists, contract rates and terms that are different from the general rates and terms contained in this document shall govern the Services provided to the Customer. Rates, terms, and conditions of Service contained in this tariff, which are not inconsistent with the written contract, shall also apply.